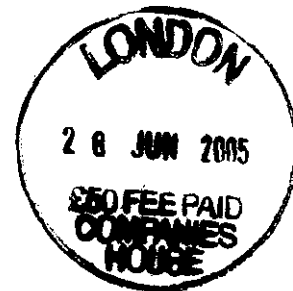


040955

SAME DAY
COMPOSITE RES

Company No 5448347



BRIDGECABLE LIMITED

NOTICE OF STATUTORY WRITTEN RESOLUTIONS TO REGISTRAR

**RESOLUTIONS IN WRITING
OF THE SOLE MEMBER OF THE COMPANY**

(Passed 28th June 2005)

On 28th June 2005, all the members who at the date of these resolutions are entitled to attend and vote at general meetings of the Company, **RESOLVED**, pursuant to section 381A of the Companies Act 1985 the following to take effect as if each had been passed as special resolutions at such a meeting:

RESOLUTION 1

THAT pursuant to the powers contained in section 4 of the Companies Act 1985 clause 3 the Memorandum of Association of the Company be substituted in its entirety by a new clause 3 as annexed hereto.

RESOLUTION 2

THAT the name of the Company be and is hereby changed to BEECH HOUSE VETERINARY CENTRE LIMITED.

RESOLUTION 3

THAT the one issued ordinary share and 499 of the unissued ordinary shares of £1.00 each in the capital of the Company each be re-designated as A Ordinary Shares and that the remaining 500 unissued ordinary shares be re-designated as B Ordinary Shares, so that the authorised share capital of the company, (both issued and unissued) as at the date of passing of this Resolution is £1,000 divided into 500 A Ordinary Shares of £1.00 each and 500 B Ordinary Shares of £1.00 each, each share having the rights set out in the Articles of Association of the Company adopted by Resolution 4 (New Articles);



LD1
COMPANIES HOUSE

L1APX616

0134
28/06/05

1157729-1

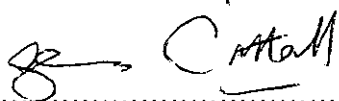
AND THAT the Directors be and are hereby generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 (the **Act**) to exercise any power of the Company to allot all the shares of £1.00 each in the capital of the Company created pursuant to this Resolution to such persons, on such terms and in such manner as they think fit subject to the pre-emption provisions contained in the New Articles, at any time or times during the period commencing on the date this resolution is passed and expiring on the fifth anniversary of such date and that such authority shall enable the Directors to allot relevant securities (as defined in section 80 of the Act) after the fifth anniversary of the date this resolution is passed pursuant to an offer or agreement made by the Company before that date; and

by virtue of section 91(1) of the Act, sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the allotment of shares pursuant to the authority conferred by the preceding paragraph of this resolution.

RESOLUTION 4

THAT new Articles of Association in the form annexed hereto be and are hereby adopted in substitution for and to the exclusion of the existing Articles of Association.

Signed:

A handwritten signature in dark ink, appearing to read 'J. C. M. Hall', is written over a horizontal dotted line.

Director/Secretary

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

BEECH HOUSE VETERINARY CENTRE LIMITED

Amended by Written Resolution of the Company
pursuant to sections 4, 28 and 121 of the Companies Act 1985
on 28th June 2005

1. The name of the Company is Beech House Veterinary Centre Limited.
2. The Company's registered office is to be situate in England and Wales.
- 3.1 The object of the Company is to carry on the business of providing services in the field of veterinary surgery through registered veterinary surgeons and registered veterinary practitioners (but subject always to clause 3.4); and
- 3.2 any other activity conveniently carried on in conjunction with the business in clause 3.1.
- 3.3 The Company shall have the following powers exercisable in furtherance of its said objects:
 - 3.3.1 To subscribe for, purchase or otherwise acquire, take, hold, or sell on such terms and conditions as may be thought fit, any shares, or stock, bonds, debentures or debenture stock, units, funds, or other securities or obligations of any company, corporation or association or any supreme, municipal, local or other authority, whether in Great Britain or any other overseas country or place.
 - 3.3.2 To carry on any other business or trade which in the opinion of the Directors of the Company may be conveniently carried on in connection with or as ancillary to any of the above businesses or be calculated directly or indirectly to enhance the value of or render profitable any of the property of the Company or to further any of its objects;

- 3.3.3 To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any interest whatsoever any movable or immovable property, whether tangible or intangible and wheresoever situate, which the Company may think necessary or convenient for the purposes of its business and to sell, lease, hire out, grant rights in or over, improve, manage or develop all or any part of such property or otherwise turn the same or any part thereof to the advantage of the Company;
- 3.3.4 To build, construct, maintain, alter, enlarge, pull down, remove or replace any buildings, works, offices, plant and machinery necessary or convenient for the business of the Company and to join with any person, firm or company in doing any of the things aforesaid;
- 3.3.5 To borrow or raise money upon such terms and on such security as may be considered expedient and in particular by the issue of debentures or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital;
- 3.3.6 To give, enter into and/or accept any guarantees or contracts of indemnity or suretyship and to guarantee, support or secure, either with or without the Company receiving any consideration or advantage therefor, and whether by personal covenant and/or by mortgaging or charging all or any part of the undertaking, property and assets, present and future (including uncalled capital), of the Company and/or otherwise, the performance and discharge of the liabilities and obligations of every description of, and the payment and/or repayment of any moneys (including but not limited to principal, premiums, interest, dividends and other moneys secured by or payable under any obligations or securities) by any person, firm or company whatsoever including but not limited to any company which is for the time being (within the meaning of the section 736 of the Companies Act 1985) in relation to the Company its holding company, or another subsidiary of such holding company or a subsidiary of the Company, or which is controlled by the same persons as control the Company or which is associated with the Company in business or otherwise;
- 3.3.7 To apply for and take out, purchase or otherwise acquire any patents, patent rights, secret processes, trade marks, copyright or other rights or monopolies, concessions, licences and the like conferring an exclusive or non-exclusive or limited right of

user, or any secret or other information as to any invention which may seem calculated directly or indirectly to benefit the Company, and to use, develop, grant licences in respect of, or otherwise turn to account any rights or information so acquired and to make, assist or subsidise any experiments, researches or investigations;

- 3.3.8 To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests;
- 3.3.9 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions;
- 3.3.10 To issue, place, underwrite or guarantee the subscription of, or concur or assist in the issuing or placing, underwriting or guaranteeing the subscription of shares, debentures, debenture stock, bonds, stocks and securities of any company, whether limited or unlimited or incorporated by Act of Parliament or otherwise, at such times and upon such terms and conditions as to remuneration, brokerage, commission and otherwise as may be agreed upon;
- 3.3.11 To invest and deal with the monies of the Company not immediately required for the purposes of its business in or upon such investments and securities and in such manner as may from time to time be considered expedient;
- 3.3.12 To lend money or give credit on such terms as may be considered expedient and receive money on deposit or loan from any persons, firms or companies;
- 3.3.13 To enter into partnership or joint venture or into any arrangement for co-operation or pooling or sharing profits or losses or controlling profits or output or otherwise

for mutual assistance or to amalgamate with any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company;

- 3.3.14 To purchase or otherwise acquire and undertake the whole or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on or proposing to carry on any business which the Company is authorised to carry on, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the Company;
- 3.3.15 To sell, exchange, lease, dispose of, turn to account or otherwise deal with the whole or any part of the undertaking of the Company for such consideration as may be considered expedient and in particular the shares, stock or securities of any other company formed or to be formed;
- 3.3.16 To establish, promote, finance or otherwise assist any other company for the purpose of acquiring all or any part of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company;
- 3.3.17 To pay for any rights or property acquired by the Company, and to remunerate any person, firm or company rendering services to the Company whether by cash payment or by the allotment of shares, debentures or other securities of the Company credited as paid up in full or in part or in any other manner whatsoever, and to pay all or any of the expenses in connection with promotion, formation and incorporation of the Company and of any company formed or promoted by the Company;
- 3.3.18 To accept stock or shares in, or the debentures, mortgage debentures or other securities of any other company in payment or part payment for any services rendered or for any sale made to or debt owing from any such company;
- 3.3.19 To draw, accept, endorse, negotiate, discount, execute and issue cheques, promissory notes, bills of exchange, script, warrants and other transferable or negotiable instruments;

- 3.3.20 To support and subscribe to or aid financially any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business and to give or award pensions, annuities, gratuities and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary and to the wives, widows, children and other relatives and dependants of such persons and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants and to set up, establish, support and maintain profit sharing, share option or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained;
- 3.3.21 To make loans or donations to such persons and in such cases (and in the case of loans either of cash or of other assets) as the Company may think directly or indirectly conducive to any of its objects or otherwise expedient;
- 3.3.22 To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, and for such purpose to distinguish and separate capital from profits, but so that nothing in this sub-clause shall authorise the Company to make any distribution other than in accordance with the law for the time being in force;
- 3.3.23 To procure the Company to be registered or recognised in any part of the world;
- 3.3.24 To appoint any person or persons, firm or firms, company or companies to be the attorney or agent of the Company and to act as agents, managers, secretaries, contractors or in similar capacity;

- 3.3.25 To insure the life of any person who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance; to purchase and maintain for any officer of the Company insurance against any liability which by virtue of any rule of law attaches to him in respect of any negligence default breach of duty or breach of trust of which he may be guilty in relation to the Company;
- 3.3.26 To take, make, execute, enter into, commence, carry on, prosecute or defend all steps, contract, agreements, negotiations, legal or other proceedings, compromises, arrangements and schemes, and to do all other acts, matters and things which shall at any time appear conducive or expedient for the advantage or protection of the Company;
- 3.3.27 To promote by way of advertising the Company's products and services in any manner and to reward customers and potential customers and to promote or take part in any scheme likely to benefit the Company;
- 3.3.28 To do all or any of the above things in any part of the world either alone or in conjunction with others and either as principals, agents, contractors, trustees or otherwise and either by or through agents, sub-contractors, trustees or otherwise;
- 3.3.29 To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
- 3.3.30 The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word **company** in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether

incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

- 3.4 The Company will not practice, hold itself out as practicing, or as being prepared to practice veterinary surgery; and any director, officer or employee of the Company who is not registered as a veterinary surgeon or veterinary practitioner will not practice, hold him/herself out as practicing, or as being prepared to practice veterinary surgery. The Company, its directors and officers recognise that veterinary surgery is restricted under the Veterinary Surgeons Act 1966. Subject to specified exemptions, any veterinary surgery carried out under the name of the company must be carried out by veterinary surgeons or veterinary practitioners who are persons registered as such with the Royal College of Veterinary Surgeons.
4. The liability of the members is limited.
5. The share capital of the Company is £1,000 divided into 500 A Ordinary Shares of £1.00 each and 500 B Ordinary Shares of £1.00 each.

I, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and I agree to take the number of shares shown opposite my name.

| Name and address of subscriber | Number of shares taken by the Subscriber |
|--|--|
| 1. For and on behalf of Instant Companies Limited 1 Mitchell Lane BRISTOL BS1 6BU | One |
| Total shares taken | 1 |

Dated 09/05/2005

SPAC

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION

(Adopted by Written Resolution
on 23rd June 2005)

of

BEECH HOUSE VETERINARY CENTRE LIMITED

PRELIMINARY

1. The regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 (SI 1985 No.805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052) and as further amended by The Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No. 3373) (**Table A**) shall apply to the Company and shall be deemed to form part of these Articles save to the extent that they are excluded or varied by or inconsistent with the Articles contained below. References herein to Regulations are to Regulations in Table A unless otherwise stated.

DEFINITIONS AND INTERPRETATION

- 2.1 In these Articles unless the context otherwise requires:

these Articles means the Articles of Association in their present form or as from time to time altered;

A Share: means an A ordinary share of £1.00 in the capital of the Company;

A Shareholder means any holder of A Shares;

B Share: means a B ordinary share of £1.00 in the capital of the Company;

B Shareholder means any holder of B Shares;

Director means a Director of the Company;

the **Board** means the Board of Directors of the Company or a duly authorised committee thereof or the Directors present at a meeting of the Board of Directors of the Company or a duly authorised committee thereof, in each case at which a quorum is present;

Member means a member of the Company.

- 2.2 In the first line of Regulation 1, after the word "regulations" the words "and in any articles adopting in whole or part the same" shall be inserted.
- 2.3 A special or extraordinary resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provisions of these Articles.

SHARE CAPITAL

3. The share capital of the Company at the date of adoption of these Articles is £1,000 divided into 500 A Shares of £1.00 each and 500 B Shares of £1.00 each.
4. Except as otherwise provided in these Articles, the A Shares and the B Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
5. Subject to the provisions of the Act, the Company may by ordinary resolution declare dividends to be distributed in respect of any financial period to any class or classes of shareholders. The dividends which the Company may determine to so distribute shall be distributed amongst the A Shareholders and/or the B Shareholders as the case may be in proportion to the amounts paid up on such Shares (excluding any premium paid on subscription) held by them. Regulation 102 in Table A shall be amended accordingly.

ALLOTMENT OF SHARES

- 6.1 All A Shares and B Shares whether or not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered in the case of A Shares to the A Shareholders and in the case of B Shares to the B Shareholders in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in general meeting shall by special resolution otherwise direct.

- 6.2 The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer.
- 6.3 Any shares not accepted pursuant to such offer or further offer as aforesaid shall be offered, in the case of A Shares to the B Shareholders, and in the case of B Shares to the A Shareholders; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer.
- 6.4 Any shares not accepted pursuant to such offer or further offers as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such special resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such share shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this Article 6 shall have effect subject to section 80 of the Act.
- 6.5 In accordance with section 91(1) of the Act sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.
7. Subject to the provisions of Article 6 the Directors are generally and unconditionally authorised for the purposes of section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said section 80) be renewed, revoked or varied by ordinary resolution of the Company in general meeting.

TRANSFERS OF SHARES

8. The Directors may in their absolute discretion and without giving any reason refuse to register the transfer of any Share whether or not it is a fully paid share to a person of whom they do not approve and they may refuse to register the transfer of a share on which the Company has a lien. The first sentence of Regulation 24 shall not apply.
- 9.1 Any Member (hereinafter called the **Proposing Transferor**) proposing to transfer any shares shall give notice in writing (the **Transfer Notice**) to the Company specifying:
 - 9.1.1 the number and class of Shares he or she proposes to transfer; and
 - 9.1.2 the price per share (**Transfer Price**) which shall be the fair value per share as the Proposing Transferor and the Directors shall agree.
- 9.2 In the event that the Proposing Transferor and the Directors are unable to reach agreement on the fair value per share the Auditor for the time being of the Company shall certify in writing the sum which in his opinion represents the fair value of the shares comprised in the Transfer Notice as at the date of the Transfer Notice and for the purpose of this Article reference to the Auditor shall include any person so nominated. In certifying fair value as aforesaid the Auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply.
- 9.3 The Transfer Notice shall constitute the Company the agent of the Proposing Transferor for the sale of all (but not some of) the shares comprised in the Transfer Notice to any Member or Members willing to purchase the same (the **Purchasing Member**) at the Transfer Price. A Transfer Notice shall not be revocable except with the sanction of the Directors.
- 9.4 The Shares comprised in any Transfer Notice shall be offered first in the case of A Shares to the A Shareholders and in the case of B Shares to the B Shareholders (other than, in either case, the Proposing Transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called the **Offer Notice**) within seven days after the receipt by the Company of the Transfer Notice. The Offer Notice shall state the price per share specified in the Transfer Notice and shall limit the time in which the offer may be accepted, not being less than twenty-one days nor more than forty-two days after the date of the Offer Notice.

- 9.5 For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company.
- 9.6 If all the Shareholders of the relevant class do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares by other Shareholders of the same class as nearly as may be in proportion to the number of shares already held by them respectively, provided that no Shareholder shall be obliged to take more shares than he shall have applied for.
- 9.7 Any shares not accepted pursuant to paragraphs 9.4 and 9.6 shall be offered, in the case of A Shares to the B Shareholders, and in the case of B Shares to the A Shareholders; such offer shall be made in like terms in the same manner and limited by a like period as specified in paragraph 9.4.
- 9.8 If any Shares shall not be capable without fractions of being offered pursuant to this Article 9 to the relevant class of Shareholders in exact proportion to their existing holdings, the Directors shall have power at their discretion to make adjustments to the numbers of shares offered so as to eliminate the fractions, but not so as to adjust the numbers of shares offered by more than is necessary for that purpose.
- 9.9 If purchasing Members shall be found for all the shares comprised in the Transfer Notice within the appropriate period specified in paragraph 9.4 above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called the **Sale Notice**) to the Proposing Transferor specifying the purchasing Members and the Proposing Transferor shall be bound upon payment of the price due in respect of all the shares comprised in the Transfer Notice to transfer the shares to the purchasing Members.
- 9.10 If in any case the Proposing Transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing Member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Member.
- 9.11 If all or some of the Shares comprised in the Transfer Notice are not accepted by Members pursuant to this Article 9, or the Company shall not give a Sale Notice to the Proposing Transferor within the time specified in paragraph 9.7 above, the Proposing Transferor shall, during the period of thirty days next following the expiry of the time so specified, be at

liberty subject to paragraph 8 above to transfer all or any of the shares comprised in the Transfer Notice to any person or persons.

LIEN

10. The lien conferred by Regulation 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Regulation 8 in Table A shall be modified accordingly.
11. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

GENERAL MEETINGS AND RESOLUTIONS

12. Every notice convening a general meeting shall comply with the provisions of section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any Member is entitled to receive shall be sent to the Directors and to the auditors for the time being of the Company.
13. No business shall be transacted at any general meeting unless a quorum is present. Subject to Article 14, two persons entitled to vote upon the business to be transacted, each being a Member or a proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.
14. If and for so long as the Company has only one Member, that Member present in person or by proxy or, if that Member is a corporation, by a duly authorised representative shall be a quorum.
15. If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general meeting shall be dissolved.

16. Regulations 40 and 41 in Table A shall not apply to the Company.
17. If and for so long as the Company has only one Member and that Member either passes any resolution in writing pursuant to section 381A of the Act or takes any decision, in either case in relation to a matter which may be effected by resolution passed by the Company in general meeting, that written resolution or decision shall be as valid and effectual as if agreed by the Company in general meeting save that this paragraph shall not apply to resolutions passed pursuant to sections 303 and 391 of the Act.
18. Any decision taken by a sole Member pursuant to Article 17 shall be recorded in writing and delivered by that Member to the Company for entry in the Company's minute book.
19. In the case of:
 - 19.1 a body corporate which is a Member the signature of a director or the secretary of that body corporate; or
 - 19.2 joint holders of a share the signature of any one of such joint holders,shall be sufficient for the purposes of passing resolutions in writing pursuant to Regulation 53 in Table A or section 381A of the Act or recording decisions in accordance with Article 17.
20. In the case of a body corporate which is a Member, a director or the secretary thereof shall be deemed to be a duly authorised representative for the purpose of Regulation 54 in Table A, unless the Company has received notice to the contrary.

APPOINTMENT OF DIRECTORS

21. Regulation 64 in Table A shall not apply to the Company.
22. The maximum number and minimum number respectively of the Directors may be determined from time to time by ordinary resolution in general meeting of the Company. Subject to, and in default of, any such determination there is no maximum number of Directors and the minimum number of Directors is one. Whenever the minimum number of Directors is one, a sole Director has authority to exercise all the powers and discretions expressed to be vested in the Directors generally by Table A and by these Articles, and Regulation 89 in Table A shall be modified accordingly.

23. The Directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) in Table A shall not apply to the Company.
24. The Company may by ordinary resolution in general meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
25. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with Article 22 as the maximum number of Directors and for the time being in force.
- 25.1 In any case where, as the result of the death of a sole Member of the Company, the Company has no Members and no Directors the personal representatives of such deceased member shall have the right by notice in writing to appoint a person to be a Director of the Company and such appointment shall be as effective as if made by the Company in general meeting pursuant to Article 22.

BORROWING POWERS

26. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

27. An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Regulation 66 in Table A shall be modified accordingly.
28. A Director, or any such other person as is mentioned in Regulation 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for

every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

GRATUITIES AND PENSIONS

29. The Directors may exercise the powers of the Company conferred by Clause §3(T) of the memorandum of association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

30. Regulation 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

31. A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

32. Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company.

THE SEAL

33. If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or a second Director. The obligation under Regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Regulation 101 of Table A shall not apply to the Company.

34. The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

PROTECTION FROM LIABILITY

35.1 For the purposes of this Article a "Liability" is any liability incurred by a person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office and "Associated

Company" shall bear the meaning referred to in section 309A(6) of the Act. Subject to the provisions of the Act and without prejudice to any protection from liability which may otherwise apply:

35.1.1 the Directors shall have power to purchase and maintain for any Director of the Company, any director of an Associated Company, and any officer of the Company (not being a Director of the Company), insurance against liability;

35.1.2 every Director and officer of the Company shall be indemnified out of the assets of the company against any loss or liability incurred by him in defending any proceedings in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from any Liability.

35.2 Regulation 118 in Table A shall not apply to the Company.

NAMES AND ADDRESS OF SUBSCRIBER

1.

For and on behalf of
Instant Companies Limited
1 Mitchell Lane
BRISTOL
BS1 6BU

Dated 09/05/2005